

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF MADISON )

IN THE MADISON CIRCUIT COURT

CAUSE NO. 48C01-0402 PL 00159

IN RE: WILLIAM E. MILLER, )  
 individually and doing business as )  
 ALLMYPARTS.COM, )  
 Respondent. )

AVC NO. 04-003ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondent, William E. Miller, individually and doing business as allmyparts.com ("Miller"), enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent is an individual, residing at 11 North Washington Street, Chesterfield, Indiana, 46017, and transacts business with consumers via the Internet.
2. The terms of this Assurance apply to and are binding upon the Respondent, his employees, agents, representatives, successors, and assigns.
3. The Respondent acknowledge the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Indiana Code § 4-6-9-4 and Indiana Code § 24-5-0.5-1 *et seq.*

FILED

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KATHY STODOLSKA WRIGHT  
CLERK  
MADISON COUNTY CIRCUIT COURT  
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No fee

4. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Respondent knows or should reasonably know it does not have.

5. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that he is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when he knows or reasonably should know he cannot.

6. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the consumer will be able to purchase the subject of the consumer transaction as advertised by the Respondent, if the Respondent does not intend to sell it.

7. The Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*

8. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Three Hundred Dollars (\$300.00) to the Office of the Attorney General.

9. The Respondent shall not represent that the Office of the Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

10. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

11. The Office of the Attorney General shall file this Assurance with the Circuit Court of Madison County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 31<sup>ST</sup> day of JANUARY, 2004.

STATE OF INDIANA

RESPONDENT

STEVE CARTER  
Indiana Attorney General

William E. Miller  
WILLIAM E. MILLER

By: TJ T

Terry Tolliver  
Deputy Attorney General  
Atty. No. 22556-49  
Office of Attorney General  
302 W. Washington, 5th Floor  
Indianapolis, Indiana 46204  
Telephone: (317) 233-3300

FEB 19 2004

APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2004

Fredrick R. Spencer

Judge, Madison County Circuit Court